# Tender No. BMTC/2023-24/SE0217/CALL-5

# Dated: 14.03.2024

# Request for Proposal (RFP)

**for**

**Request for Proposal Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900 mm floor height City type 9 Mtr Non AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT).**

**by**

**Managing Director**
**Bangalore Metropolitan Transport Corporation (BMTC) Central Office, Shanthinagar, Bengaluru**

**Volume 1 – Instruction to Bidder**

**February 2024**

## DISCLAIMER

This request for proposal (RFP) for Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height City type 9 mtr Non AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT).

The information contained in this Request for Proposal document (the **"RFP"**) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of **Bengaluru Metropolitan Transport Corporation** (the **"Authority"**) or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals related to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

BMTC shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of BMTC in selecting the Service Provider who qualifies through this RFP shall be final and BMTC reserves the right to reject any or all the bids without assigning any reason thereof. BMTC further reserves the right to negotiate with the selected Agency.

BMTC may terminate the RFP process at any time without assigning any reason and upon such termination BMTC shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

**CONTENTS**

**SECTION 1: LETTER OF INVITATION**

**SECTION2: INFORMATION TO BIDDERS**


A.

DEFINITIONS..... 3-4

ABBREVIATIONS..... 5

B. GENERAL

1. DESCRIPTION OF PROJECT..... 6

2. INTRODUCTION..... 8

3. CONTENTS OF RFP DOCUMENT..... 8

4. ELIGIBILITY OF THE BIDDERS..... 9

5. FRAUD & CORRUPT FRAUDULENT PRACTICES.....10

6. CLARIFICATION AND AMENDMENT OF RFP..... 11

7. COST OF PROPOSALS.....11

8. CURRENCY..... .11

9. CONSULTANT(S) OR ADVISOR(S) ..... 11

10. CONTACTING THE AUTHORITY..... 12

11. LANGUAGE OF PROPOSALS..... 12
12. BID SECURITY.....12
13. DOCUMENTS COMPRISING THE PROPOSAL..... 13
14. PERIOD OF VALIDITY OF PROPOSAL..... 14
15. FORMAT AND SIGNING OF PROPOSAL..... 14
16. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS .....14
17. DEADLINE FOR SUBMISSION OF PROPOSALS..... 15
18. EVALUATION OF PROPOSAL..... 15
19. NEGOTIATIONS..... 16
20. AWARD OF CONTRACT..... 16
21. Purchaser's right to vary Quantities at Time of Award.....16
22. SIGNING OF MASTER SERVICE AGREEMENT..... 16
23. PERFORMANCE SECURITY..... 17
24. CONFIDENTIALITY..... 18
25. FORFEITURE OF BID SECURITY..... 18
**SECTION 2A : BID DATA SHEET.....19**
**SECTION 3 : ANNEXURES..... 23**
ANNEXURE 1 : PROPSAL SUBMISSION FORM..... 24

ANNEXURE 2 : DETAILS OF BIDDERS..... 25

ANNEXURE 3: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL..... 26

ANNEXURE 4: FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER..... 27

ANNEXURE 5: FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER IS NOT BLACKLISTED .....29

ANNEXURE 6 : FORMAT OF NON-COLLUSION CERTIFICATE.....30

ANNEXURE 7 : FORMAT OF AFFIDAVIT.....31

ANNEXURE 8 : INTEGRITY PACT.....32

ANNEXURE 9: OPERATIONS PLAN WRITE UP.....38

ANNEXURE 10: FORMAT FOR DRAFT LETTER OF ACCEPTANCE .....39

ANNEXURE 11 : FORMAT OF ACKNOWLEDGEMENT LETTER OF ACCEPTANCE.....40

ANNEXURE 12: BREAKUP OF FINANCIAL PROPOSAL.....41

ANNEXURE 13: ADHERENCE TO TERMS AND CONDITIONS.....42

ANNEXURE 14: REGARDING LAND BORDER SHARING DECLARATION.....43

ANNEXURE 15: REGARDING LAND BORDER SHARING DECLARATION... Continued.....45

ANNEXURE 16: ADHERENCE TO ENVIRONMENTAL MANAGEMENT SYSTEM.....47

ANNEXURE 17: ENVIRONMENTAL MANAGEMENT SYSTEM.....49

ANNEXURE 18: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM.....51

## SECTION 1: LETTER OF INVITATION

1. The Bengaluru Metropolitan Transport Corporation (BMTC) is established to provide adequate, efficient, economic and coordinated transport services to the commuters of Bangalore Metropolitan region part of the State of Karnataka.

2. BMTC invites solicited bids from reputed, competent companies, who meet the qualification criteria as stipulated in the RFP Document for "Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height City type Non AC 9 mtr Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT)".

3. The details and calendar of events shall be as follows:

| | |
|---|---|
| Tender Inviting Authority | Chief Mechanical Engineer<br>BMTC, Central Offices,<br>Bengaluru-560027 |
| Tender Accepting / Appellate Authority | Managing Director, BMTC/ Principal Secretary to Govt, Transport Department. |
| Name of Work | "Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height City type Non AC 9mtr Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT)". |
| Start Date for the issue of RFP documents | For reference, view and download in e-procurement portal of GOK. |
| Date / Time/Place of the Pre-Bid Conference | 22.03.2024 at 11:00 hrs Mini Meeting Hall, BMTC, Central Offices, Bengaluru. |
| Last Date & Time for Tender Queries and Clarifications in e-portal | 21.03.2024 at 17:00 hrs |
| Last date and time for submission of Proposal through e-portal. | 10.04.2024 at 17:30 hrs |
| Date /Time/ Place of opening Technical Proposal | 12.04.2024 at 11.00 hrs, Mechanical Engineering Section, BMTC, Central Offices, Bengaluru. |
| Date /Time/ Place of opening Financial Proposal | 13.04.2024 at 11.00 hrs, Mechanical Engineering Section, BMTC, Central Offices, Bengaluru |
| Bid Security / Earnest Money Deposit (EMD) | Amount INR 38.39 lakhs (INR Thirty eight lakhs thirteen nine thousand only) shall be submitted in the form of Bank Guarantee online (e- Bank Guarantee), the original Bank Guarantee should be submitted before opening of technical bid. |
| Tender Processing Fee | As applicable as per e-Proc Guidelines to be paid through e-payment mode only. |
| Contact Person<br>Telephone / Fax /E-Mail | Chief Mechanical Engineer BMTC<br>Mobile No. : 7760529696<br>Email id: cme@mybmtc.com |

| | |
|---|---|
| Address for communication | Chief Mechanical Engineer,<br>BMTC Central Offices,<br>Shantinagar<br>Bengaluru-560027 |

4. The RFP includes the following documents:
   - Volume I : Instruction to Bidders
   - Volume II : Standard and Specifications
   - Volume III: Master Service Agreement
5. The Financial Proposal submitted by Bidder shall be evaluated based on the Bidder quoting the lowest financial quote, payable by the Authority to the Bidder, and shall be declared as Successful Bidder for the Project. The Bidder is required to submit Technical bid (Qualification Proposal, Technical Proposal) and Financial Proposal as per the requirements described in the RFP Document through e-portal only.
6. The method of selection for Bidders shall consists of two (2) stage evaluation process i.e.
   (i) Evaluation of Technical bid ( Qualification & Technical Proposal) and
   (ii) Opening of Financial Proposal.

   The Bidders interested to participate must satisfy the selection criteria mentioned in Section 2: Information to the Bidders and Section 2A: Data Sheet.
7. Interested Bidders may submit their Proposal and requisite Bid security electronically through e-procurement platform at www.kppp.karnataka.gov.in.

   **Note:** *In the event of postpone of bidding activities of calendar of events (if any), the Bidder shall be communicated through e-Procurement portal only.*

Sd/-

**Chief Mechanical Engineer**
**Bengaluru Metropolitan Transport Corporation**
**Central Office, Bengaluru**

# SECTION2: INFORMATION TO BIDDERS

## A. DEFINITIONS

1. **"Applicable Law"** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
2. **"Bidder"** means any Company that submits a Proposal pursuant to this RFP Document.
3. **"Clause"** means a clause of the ITB.
4. **"Client/Authority"** means Bengaluru Metropolitan Transport Corporation (BMTC), the competent authority that shall undertake signing of Master Service Agreement for the Project with the Successful Bidder.
5. **"Companies Act"** means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, to the extent applicable.
6. **"Service Provider"** means the Successful Bidder selected in accordance with this RFP Document to enter into Contract to provide the Services.
7. **"Contract/ Master Service Agreement"** means the legally binding written agreement to be executed between the Authority and the Successful Bidder and includes documents listed in its Clause 1 (the General Conditions of Contract, the Special Conditions of Contract (SCC), and the Appendices). Master Service Agreement is set out in Volume-III
8. **"CPI"** means the Consumer Price Index issued by the competent Authority from Government of India.
9. **"Data Sheet"** means the data sheet set out in Section 2A with specific details and information to supplement (and not override) the general provisions set out in ITB.
10. "**Day"** means a calendar day.
11. **"Effective Date"** means the date of issuance of 'Letter of Acceptance' (LOA) by the Authority.
12. **"Eligibility Criteria"** means, collectively, the qualification eligibility criteria, technical eligibility criteria, financial eligibility criteria and any other eligibility criteria specified in Data Sheet, which a Bidder is required to satisfy to be qualified as an eligible Bidder for award of the Contract.
13. **"Financial Proposal"** means the financial proposal of the Bidder comprising the documents set out in Section 2 of 14.5.
14. **"GCC"** means Gross Cost Contract
15. **"GoI"** means the Government of India.
16. **"GoK"** means the Government of Karnataka.
17. **"INR"** means Indian National Rupee
18. **"ITB"** mean the Instructions to Bidders set out in Section 2 of the RFP that provides the Bidders with all the information needed to prepare their Proposals.
19. "**KTPP**" means The Karnataka Transparency in Public Procurements Act, 1999 and any amendments thereof.
20. **"LOA"** means Letter of Acceptance
21. **"LOI"** Letter of Invitation means information of RFP provided by the Authority to the interested Bidders.
22. **"MoU"** means Memorandum of Understanding

23. "**Net Worth**" means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
24. **"Period"** shall mean the entire term of the Contract.
25. **"Person"** means any individual, company, corporation, firm, and partnership, trust, sole proprietor, limited liability partnership, co-operative society, Government Company or any other legal entity.
26. **"Performance Security"** shall have the meaning described to it in Clause 23 of ITB.
27. **"Project"** means Selection of Service Provider for Procurement, Operation and Maintenance of Electric Buses on Gross Cost Contract (GCC) Model.
28. **"Proposal"** means the submissions made by a Bidder pursuant to the RFP, which will include the Qualification Proposal, Technical Proposal and the Financial Proposal.
29. **"Proposal Due Date"** means the last date for submission of the Proposals.
30. **"RFP"** and/ or "RFP Document" means this RFP document comprising of a number of Parts/sections/clauses etc. namely Disclaimer, Brief Overview, and Key Details, Definitions and Abbreviations, Instructions to Bidders, Terms of Reference (TOR), General Conditions of Contract , and Annexures.
31. **"SCC"** means Special Conditions of Contract.
32. **"Services"** means the work to be performed by the Service Provider pursuant to the Master Service Agreement.
33. **"SLA"** means Service Level Agreement.
34. **"Sub-Contractor"** means an entity to whom the Bidder intends to subcontract part of the Services while remaining responsible to the Authority during the performance of the Contract.
35. **"Writing" or "Written"** includes matter, either in whole or in part, in manuscript, type written, lithographed, photocopied, photographed or printed form under or over signature or seal, as the case may be.

## ABBREVIATIONS

| | |
|---|---|
| BMTC | Bengaluru Metropolitan Transport Corporation |
| CCTV | Closed Circuit Television |
| COD | Commercial Operation Date |
| DDU | Digital Display Unit |
| GCC | Gross Cost Contract |
| INR | Indian National Rupee |
| ITMS | Intelligent Transport Management System |
| ITS | Intelligent Transport System |
| MDVR | Mobile Digital Video Recorder |
| MIS | Management Information System |
| MoU | Memorandum of Understanding |
| MSA | Master Service Agreement |
| NEFT | National Electronic Funds Transfer |
| NIT | Notice Inviting Tender |
| OBU | On Board Unit |
| OTC | Over the Counter |
| SA | Statutory Auditor |
| SCU | Safety Control Unit |
| SEBI | Securities and Exchange Board of India |
| STU | State Transport Undertaking |
| UBS | Urban Bus Specifications |

GENERAL

## 1. DESCRIPTION OF PROJECT

1.1 Bangalore Metropolitan Transport Corporation is having a fleet inclusive of diesel & electric buses . To provide quality, safe, reliable, clean and affordable travel while being sustainable, self sufficient and technologically advanced in the Urban Transport Scenario and to increase last mile connectivity in Bangalore City, BMTC proposed to operate 120 Nos. 900mm floor height City type Non AC 9mtr Electric Buses on Gross Cost Contract (GCC) Model for feeder services.

1.2 The Service Provider shall be required to comply with the provisions of the Motor Vehicle Act, 1988 any amendments made thereof, rules and permit conditions made there under, and any other relevant statutes and directions of Hon'ble Courts issued from time to time. Details of information about number of buses under category are provided in table below:

| **Length of Bus** | **Aggregated Effective Kilometer / Year / Bus** | **Number of Buses** |
|---|---|---|
| 9mtr, 900mm floor height Non AC e-buses | 63,000 (180 assured Km/day/bus X 350 days) | 120 |
| **Total** | | **120** |

1.3 The Service Provider would be required to mobilize, finance, procure, develop necessary infrastructure, and operate the Stage Carriage Services in accordance with the specifications and standards set out in Master Service Agreement and under other applicable laws/ bylaws governing such operations.

1.4 A total of 03 (three) depots and 03 (three) locations for opportunity charging will be provided by the authority for operations of 120 Non AC, 9 mtr, 900mm floor height electric bus.

1.5 The Service Provider will also be required to meet Performance Standards specified in the Volume – III: Master Service Agreement, failing which appropriate penalty would be levied for non-performance thereof. The Performance Standards shall cover the following requirements:

i. Specifications & Standards for the buses

ii. Service levels benchmarks for bus operations

iii. Performance of staff

1.6 The Service Provider shall procure buses as per the Standard and Specifications defined in the Volume –II: Standard and Specifications by the Authority and shall also include various, but not limited to components such as ITS System, AIS 140 Specifications and any amendments issued thereof. Some of the equipments and their quantities are listed below:

i. Intelligent Transport Management System (ITMS)

a. Passenger Display Boards 4

b. Speaker 4

c. Amplifier 1

d. SCU / OBU 1

e. DDU 1

f. CCTV System 3 In-bus Cameras,
1External Reverse Camera with Cover
1 MDVR for storage up to 15 days
(should have capacity of
increasing the storage capacity )

g. Panic Button System integrated into the SCU / OBU

1.7 All buses under the Scheme would be operating under a common brand, referred as "BMTC" and/or any name as approved by the Authority. All the buses shall be provided with branding and graphics finalised by the Authority.

1.8 The Fares will be collected through a variety of options on-board and off board like cash, smart card, QR Code, etc as tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services is also envisaged to be introduced at a later date of the Period of Contract. On-board, off-board collection and any other revenue stream excluding advertisement revenue for corresponding buses shall be retained by the Authority. The Service Provider shall take responsibility of taking up suitable modifications in his buses depending upon the fare collection method chosen by the Authority.

1.9 An agreement for development, operation, management, financing of the Project ("Master Service Agreement") with development milestones and operations requirements/ specifications/ performance standards clearly set out is expected to be executed between the Authority and the Successful Service Provider of the Project.

## 2. INTRODUCTION

2.1 The Bengaluru Metropolitan Transport Corporation (BMTC) the ("Authority") invites Request for Proposal (RFP) in the form of proposal ("Proposal") through e-procurement portal of Government of Karnataka www.kppp.karnataka.gov.in from suitable business entities and other interested parties for "Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height City type 9 mtr Non AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT). The contract period would be for twelve (12) years.

2.2 The Proposals would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) Document in order to identify the Successful Bidder for the Project (hereinafter referred to as the "Successful Bidder"). The Successful Bidder would then be required to enter into an MSA with the Authority as per the draft set forth in Volume – III: Master Service Agreement of this RFP Document and perform the obligations as stipulated therein, in respect of the Project.

2.3 Pursuant to the release of this RFP Document, the Authority shall receive Proposals, prepared and submitted in accordance with the terms set forth in this RFP Document and other documents to be provided to the Authority pursuant to this RFP Document including Annexures thereto (collectively referred to as the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the Authority.

2.4 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.

2.5 This RFP Document is not transferable.

## 3. CONTENTS OF RFP DOCUMENT

3.1 The RFP includes the following Section:

Section 1 : Letter of Invitation

Section 2 : Information to the Bidder

Section 2A : Bid Data Sheet

Section 3 : Annexures

3.2 The Bidder is expected to examine all instructions, Data Sheet, Annexures, Standard and Specifications and Master Service Agreement in the RFP Document and to furnish with its Proposal all information or documentation as is required by the RFP Document.

3.3 The bidding documents including this RFP Document and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Authority will not return any Proposal or any information provided along therewith.

3.4 The statements and explanations contained in this RFP are intended to provide an understanding to the Bidders about the subject matter of this RFP and shall not be construed or interpreted as limiting in any way or manner whatsoever the scope of services, work and obligations of the Successful Bidder to be set forth in the MSA or

the Authority, the Authority's right to amend, alter, change, supplement or clarify the scope of service and work, the MSA to be awarded pursuant to the RFP Document including the terms thereof, and this RFP including terms herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Document including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by the Authority.

## 4. ELIGIBILITY OF THE BIDDERS

1. The bidder should be OEM i.e registered electric bus manufacturer or subsidiary or associate to OEM or parent entity in India and OEM should have manufacturing facility in India. Should submit Copy of Certificate of Incorporation/ Certificate obtained as per the Companies Act and relevant certificates.
2. Should have manufactured 80% of the tendered quantity i.e., 96 Nos buses of any electric bus model, cumulative in the last three financial years i.e., 2020-21, 2021-22 & 2022-23. Should submit copies of Invoices/Delivery Completion certificates.
3. OEM Should have completed testing and certification requirement under Central Motor Vehicle Rules-1989 (CMVR) of at least one (1) Midi or standard electric bus (100% battery operated) from the designated testing center in India i.e., CMVR type approval, homologation certificate. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR along with the bid. The type approval certificate of the offered model to be submitted during proto type bus inspection.
4. The bidder should have a Minimum Average Annual Turnover of not less than Rs. 38.39 Crores during the last three (03) preceding financial years i.e., 2020-21, 2021-22 & 2022-23 and shall have positive Net worth for the financial year. Should submit statement from the statutory auditor certifying/specifying net worth & turnover.

   **Associate (Parent / Subsidiary / Sister Concern) Criteria**

   In evaluating the Qualifications Criteria of the Bidder herein above, aggregating the financial and technical capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required of the Bidder shall be permitted.

   For the purpose hereof, the word "Associate" shall mean, in relation to the Bidder, a firm which controls the Bidder (i.e. Parent/Holding Company) or is controlled by the Bidder (i.e. subsidiary), or is under the common control with the Bidder (i.e. sister concern).

   1. As used here, the expression "control" means, with respect to bidding firm, which is a company,
      i. the ownership of common shareholders, directly or indirectly (i.e., together with one or more of its subsidiary/Holding companies), of at least 50% of the voting shares/shareholding of the firm in question, OR
      ii. the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

iii. control of the composition of the board of directors in the case of a company or of the composition of the corresponding governing body in case if any other enterprise so as to obtain economic benefits from its activities excluding consortium.

2. As used here, the expression "control" means, with respect to bidding firm, which is a partnership, the rights of common partners to at least 50% of the profits of the firm in question.

3. In case the bidding firm is a Proprietorship, the expression "control" shall mean,

i. holding of at least 50% of the voting shares by the Proprietor in the company from which it is taking Associate credit and /or

ii. status as a Partner in the Partnership firm from which is taking credit with at least 50% share in the profits of such Partnership firm. (In the event of any confusion or dispute, the provisions of Companies Act 2013, appropriately applied in context, shall prevail)

Any claims of credit from Associate firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the Associate firm meets the above definition of the Associate firm.

4.1 Evaluation Criteria (Price bid): Lowest offered end rate in Rs. per Kilometer subject to fulfilling of the Pre-qualification criteria.

## 5. Fraudulent Practice & Corrupt Practice

5.1 It is Authority's policy to require that Service Provider observe the highest standard of ethics during the execution of such Contracts. In pursuance of this policy, the Authority:

a) defines, for the purposes of this provision, the terms set forth below as follows:

- "***corrupt practice***" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution; and
- "***fraudulent practice***" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of Authority and includes collusive practices among Service Provider (prior to or after submission of Proposals) designed to establish prices at artificial, non-competitive levels and to deprive Authority of the benefits of free and open competition.

b) will reject a Proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract;

5.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government departments of the state or Central Government in accordance with the above.

5.3 Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

5.4 Bidder shall not make attempts to establish unsolicited and unauthorized contact with

the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the Tender and prior to the notification of the Award and if any attempt by the tenderer to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

5.5 In such cases, the Tender Inviting Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

5.6 **Debarment of Tenderers:**

The authority may debar tenderers for a period not exceeding three years from participation in its tenders following such procedure as may be prescribed on the ground that tenderer is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stage of procurement activity with a fraudulent intention".

5.7 Furthermore, bidder shall be aware of the provision stated below:
The bidder shall permit the BMTC to inspect their accounts and records relating to the performance and to have them audited by auditors appointed by BMTC, if so required.

5.8 BMTC may at any time terminate the Contract by giving written notice to the Tenderers / Suppliers / Contractors, if they becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the authority, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BMTC.

5.9 **Termination for Default**

BMTC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, terminate the Contract in whole or part:
If the bidder fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by BMTC or If the bidder fails to perform any other obligation(s) under the Contract.

5.10 **Tenderers of certain countries which share land borders with India:**
Tenderers shall note the restrictions of Public Procurements for such country who share land borders with India as per GO No. FD 455 EXP 12/20, Bengaluru Dtd.25.8.2020 mentioned and shall upload declaration compliance certificate as per format provided.

## 6. CLARIFICATION AND AMENDMENT OF RFP

6.1 Bidders may request for clarification on any items in the RFP Document up to the pre-bid meeting date as specified in the Data Sheet before the Proposal Due Date. Any request for clarification must be sent in writing by e-mail to the Authority's address indicated in the Data Sheet. The Authority will respond by uploading the response (including an explanation of the query but without identifying the source of inquiry) in the GoK e-procurement portal.

6.2 Before the deadline for submission of Proposals, the Authority may modify the RFP Document by issuing online addendum. The addendum will appear on the web page of the website https://kppp.karnataka.gov.in. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Proposals, the Authority may extend as necessary the deadline for submission of Proposals.

6.3 The Bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Project and on the local conditions, Bidders are encouraged to visit to the Authority's offices before submitting a Proposal and to attend the Pre-Proposal conference. They must

fully inform themselves of the project, local conditions and take the same into account before submitting their Proposal.

## 7. COST OF PROPOSALS

The Bidder shall bear all costs associated with the preparation, submission of its Proposal, and of negotiating the MSA, including visits to the Authority, etc. are not reimbursable and the Authority is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons.

## 8. CURRENCY

The currency for the purpose of the Proposal shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on March 31, 2023. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. The Authority, however, reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating all the Bidders.

## 9 CONSULTANT(S) OR ADVISOR(S)

9.1 To assist in the examination, evaluation, and comparison of Proposals, the Authority may utilize the services of consultant/s or advisor/s.

9.2 No entity including the Bidders can hold and the Authority shall not be bound by the opinion or advice given by any Consultant or advisor referred to in Clause above. The final determination as regards the Proposal shall vest with the Authority.

## 10 CONTACTING THE AUTHORITY

10.1 From the time of Proposal opening to the time of MSA award, if any Bidder wishes to contact the Authority on any matter related to the Proposal, it should do so in writing.

10.2 If a Bidder tries to directly influence the Authority or otherwise interfere in the Proposal evaluation process and the Contract award decision, its Proposal may be rejected.

## 11 LANGUAGE OF PROPOSALS

Unless otherwise specified in the Data Sheet, the Proposal prepared by the Bidder and all correspondence and documents related to the Proposal exchanged by the Bidder and the Authority shall be written in the English Language, or, if the Data Sheet so provides, in either one of two languages specified there. Any printed literature furnished by the Bidder as part of its Proposal may be in a language not specified in the Data Sheet, as long as such literature is accompanied by a translation of its pertinent passages into the language of the Proposal, in which case, for purposes of interpretation of the Proposal, the translation shall govern.

## 12 BID SECURITY

12.1 Bidders shall submit, along with their Proposal, INR 38.39 lakhs (INR Thirty eight lakhs thirteen nine thousand only) shall be submitted in the form of Bank Guarantee online (e- Bank Guarantee), the original Bank Guarantee should be submitted before opening of technical bid.

12.2 The Bid Security shall be valid for one hundred and eighty days (180) days and beyond any period of extension if requested under Section -2 Clause 15. Any

Proposal not accompanied with the Bid Security of the required value and minimum required validity shall be rejected by the Authority as non-responsive.

12.3 The Authority would refund the Bid Security of all the unsuccessful Bidders without interest within fifteen (15) days from the date of signing of the MSA with the Successful Bidder. The Authority shall not be liable to pay any interest on the Bid Security while refunding it to the Bidders.

12.4 The Bid Security, for the amount mentioned above, of Successful Bidder would be returned without interest upon submission of Performance Bank Guarantee.

12.5 The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's right or remedy here in under or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia,* the time, cost and effort of the Authority in regard to this RFP Document including the consideration and evaluation of the Proposal under the following conditions:

a) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP Document and as extended by the Authority from time to time

b) In the case of the Successful Bidder, if the Bidder fails to reconfirm its commitments during negotiation;

c) In the case of the Successful Bidder, if the bidder fails to sign the MSA.

## B. PREPARATION OF PROPOSAL

## 13 DOCUMENTS COMPRISING THE PROPOSAL

13.1 The Proposal must be prepared in three parts viz.,

**Part 1** **: Qualification Proposal**

**Part 2** **: Technical Proposal**

**Part 3** **: Financial Proposal**.

**13.2 Qualification proposal:** The minimum essential requirement in respect of Qualification Proposal & Technical proposal are as follows:

i. Proposal submission form as per Section 3 - Annexure 1 stating the Proposal Validity Period

ii. Details of Bidder as in Section 3 - Annexure2

iii. Power of Attorney for Signing of the Proposal as in Section 3 - Annexure 3.

iv. Financial Capability of the Bidder as in Section 3 – Annexure 4.

v. Format for Affidavit Certifying that bidder is not blacklisted as in Section 3 – Annexure5.

vi. Non-Collusion Certificate as per Section 3 - Annexure 6.

vii. Affidavit as per Section 3 - Annexure 8.

viii. Integrity Pact as per Section 3 - Annexure 9.

ix. Operations plan writeup as per Section 3 - Annexure 10.

x. Format for draft letter of Acceptance as per Section 3 - Annexure 11.

xi. Format of Acknowledgement letter of acceptance as per Section 3 - Annexure 12.

xii. Financial Proposal as per Section 3 - Annexure 13.

xiii. Adherence to terms & conditions as per Section 3 - Annexure 14.
xiv. Declaration towards land border sharing as per Section 3 - Annexure-15
xv. Regarding land border sharing Contd….. as per Section 3 - Annexure-16
xvi. Adherence to environmental management system as per Section 3 - Annexure-17
xvii. Environmental management system as per Section 3 - Annexure-18

13.3 The Proposals found deficient in any respect of these requirements will not be considered for Technical Proposal evaluation. Bidders must furnish documents in support of Qualification Proposal evaluation in the formats given in RFP Document.

13.4 **Technical Proposal**:

a) BMTC will examine and compare the technical aspects of the bid on the basis of the information supplied by the bidders as mentioned below:

i) Overall completeness and compliance with the technical specifications and drawings, deviations, suitability of the facilities offered and the quality of the product.

b) The Technical Proposal shall not include any Financial Proposal forms. All Proposals will be treated non-responsive, if Technical Proposal includes any financial information and/or submission forms. Bidders are required to submit the Operations Plan write-up after the award of LOA as per Section 3 - Annexure10.

**13.5 Financial Proposal:** While preparing the Financial Proposal, Bidders shall take into account the requirements and conditions of the RFP Document. The Bidder should quote per kilometer rate inclusive of electricity cost ( including fixed charges, cess, surcharge taxes & other charges levied by BESCOMS time to time on account of charging of the buses).

13.6 The Financial Proposal shall be submitted online only through the e-procurement portal https://kppp.karnataka.gov.in. The bidder shall provide details as per Annexure-13 in e-portal.

13.7 Financial Proposal will be opened only for those Bids which qualify the Qualification and Technical proposals as explained above.

13.8 The Financial Proposal should clearly indicate end rate including electricity charges & applicable taxes. Proposal not furnished in the e-portal then the Financial Proposal shall be considered non-responsive and is liable to be rejected. The bidder has to upload the rate per kilometer only online (eportal) and the other parameters i.e. cost of bus, cost of battery, cost of one charger and cost of electric infrastructure per depot has to be scanned and uploaded along with the technical bid as mentioned in Annexure-13.

## 14. PERIOD OF VALIDITY OF PROPOSAL

14.1 Proposals shall remain valid, at a minimum, for the period specified in the Data Sheet after the Proposal Due Date prescribed by the Authority. A Proposal valid for a shorter period shall be rejected by the Authority as non-responsive.

14.2 In exceptional circumstances, prior to expiry of the Proposal validity period, the Authority may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking forfeiting the Bid Security. A bidder agreeing to the request will not be required or permitted to modify its

proposal but will be required to ensure that the bid security is extended for a correspondingly longer period.

## 15 FORMAT AND SIGNING OF PROPOSAL

15.1 The Proposal, shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

a) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

b) by the Authorized Representative of the bidder.

15.2 A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in RFP Document shall accompany the Proposal.

15.3 The necessary Technical bid documents shall be filled, sealed, signed scanned and attached along with tender form. The Technical Bids without attachment of scanned image will be disqualified. The uploaded documents should be legible enough.

## 16 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

16.1 The Technical Bid (Qualification Proposal and Technical Proposal) shall be uploaded in the GoK e-procurement portal only. Bidders shall upload the information as per Annexure-13. The Financial Proposal shall be uploaded in the GoK e-procurement portal https://kppp.karnataka.gov.in. The Financial Proposal containing price proposal on per kilometer basis shall be submitted online.

**16.2 Electronic Proposal Submission:** Detailed guidelines for viewing Proposals and submission of online Proposals are given on the website. The tender documents can be viewed and downloaded free of cost in the e-Procurement Portal.The Invitation for Proposals is published on this website. Bidder can logon to this website and view the Invitation for Proposals and can view the details of works for which Proposals are invited. The prospective Bidder can submit Proposals online; for this, the Bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) Keys. The DSC can be obtained from any authorized certifying agencies. The Bidder should register in the web site https://kppp.karnataka.gov.in. After this, the Bidder can login the site through the secured login.

Note: The Authority shall not be responsible for any technical issues pertaining to internet connectivity, browser compatibility and any other technical issues pertaining to uploading of bid documents in e-procurement portal. The Bidders are requested to upload their Proposals in e-portal well in advance to avoid non-availability of internet connection.

16.3 The completed Proposal shall be uploaded in the e-procurement portal given above along with scanned copies of requisite certificates as mentioned in different sections in the RFP Document.

16.4 All proposals, must be submitted online not later than time specified in the Data Sheet. The electronic system would not allow any late submission of Proposals after due date and time as per server time.

16.5 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously:

(i) the name of the Bidder, and

(ii) any other information deemed appropriate or as indicated in the Data sheet.

16.6 The Authority will not be responsible for any delays, loss or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected.

## 17. DEADLINE FOR SUBMISSION OF PROPOSALS

17.1 The Authority may, at its discretion, extend the deadline for submission of Proposals by amending the RFP Documents, in which case all rights and obligations of the Authority and Bidders will thereafter be subject to the deadline as extended.

17.2 No Proposal shall be withdrawn by the Bidder after the Proposal Due Date. Notwithstanding anything to the contrary contained in this RFP Document any withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Period of Validity of the Proposal would result in forfeiture of the Bid Security.

## 18. EVALUATION OF PROPOSAL

18.1 A Proposal Evaluation Committee formulated by the Authority would evaluate the proposals.

**18.2 Evaluation of Qualification & Technical proposal.**

The Tender Scrutiny Committee will evaluate the Proposals on the basis of their responsiveness to the criteria defined in the Data Sheet.

**18.3 Opening and Evaluation of Financial Proposals.**

a) The Commercial bids of the Tenderers who fulfill the Qualification & Technical proposal, will only be opened.

b) The Financial Proposals shall be opened as per the calendar of events or on any other date intimated to Bidders and in the presence of such participation from Bidder’s representatives who choose to attend.

c) For financial evaluation, cost per Km of Financial Proposal including applicable GST shall be considered.

d) The evaluation committee will determine whether the Financial Proposals are complete. In the event, if the Bidder has not quoted for any activity/ professional, the Authority would treat such omission as such activity shall be deemed to be included in the Financial Proposal. In case, if the Authority feels that the work cannot be carried out within the overall cost of Financial Proposal, the Proposal can be rejected. The Authority shall correct any computational errors and correct prices in various currencies to the single currency specified in Data Sheet.

e) A Bidder having the lowest Financial Proposal quote shall be declared as the successful Bidder (L-1). The bidders shall quote rates per Km, with the electricity tariff.

## 19 NEGOTIATIONS

19.1 Prior to the expiration period of the Proposal validity, the Authority will notify the Lowest (L-1) Bidder in writing by registered letter, e-mail, or facsimile and invite him to negotiate the rates quoted.

19.2 Before the start of negotiations, the most preferred Bidder (L-1) shall be asked to give justification for the cost quoted by them to the full satisfaction of the Authority.

19.3 Special attention will be paid to getting the most the Bidder can offer within the available budget and to clearly defining the inputs required from the Authority to ensure satisfactory implementation of the Project.

19.4 The negotiations will conclude with a review of the draft form of the MSA. To complete negotiations the Authority and the Bidder will sign the agreed MSA.

## 20 AWARD OF CONTRACT

20.1 The Authority shall issue a Letter of Acceptance (LoA) to the Successful Bidder as specified in Section 3 - Annexure 11. Within thirty (30) days from the date of issue of LoA, the Successful Bidder shall accept the LoA and submit to the Authority, the Acknowledgement Letter set out in Section 3 - Annexure 12.

20.2 The notification of award through LOA will constitute the formation of the Contract which shall be formalized and detailed further through the MSA that would be executed by the Parties.

## 21. Purchaser's right to vary Quantities at Time of Award

The Authority reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the of the total number of Buses to be supplied by the service provider throughout the Contract Period without any change in per kilometer cost and other terms and conditions.

## 22. SIGNING OF MASTER SERVICE AGREEMENT

22.1 The Successful Bidder(s) would be required to execute the Master Service Agreement, with such terms and conditions as specified in Volume III: Master Service Agreement of the RFP Document and any additional terms may be considered necessary by the Authority at the time of finalization of the said Agreement. Such Agreement shall also have all correspondence (to be discussed and agreed upon separately) between Authority and the Successful Bidder(s) and additional clauses and/or provisions that further explain or clarify provisions of this RFP, or certain provisions which Authority may be required to include as per law or being a publicly owned institution, as per its practices. The Authority through mutual discussion with the service provider shall modify the terms of the Master Service Agreement.

22.2 The signing of the MSA shall be completed within thirty (30) days of the issuance of the Letter of Acceptance to the Successful Bidder.

22.3 **Expenses for the Master Service Agreement**

Any and all incidental expenses of execution of the MSA shall be borne by the Successful Bidder.

22.4 **Annulment of Award**

Failure of the Successful Bidder to submission of Performance Security and Security Deposit as per RFP terms and any other requirements and /or the provisions of the Master Service Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

**22.5 Failure to Abide by the Master Service Agreement**

The conditions stipulated in the MSA shall be strictly adhered to by the Service Provider and any violation thereof by the Service Provider may result in termination of the Master Service Agreement without prejudice to any rights available to Authority upon such termination as set forth in the Agreement.

**22.6 Amount to be Recovered for Incomplete Tenure**

a) If during the Period the MSA remains in force, the Authority has reasons to be dissatisfied with the execution of MSA and/or the performance of the Service Provider, the Authority may by notice in writing call upon the Service Provider to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Service Provider fails for a period of thirty (30) days after the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the Authority, then the Authority shall serve a further thirty (30) days' notice to the Service Provider in writing and on failure of the Service Provider to follow the orders in said notice and notwithstanding anything contained in the MSA to the contrary, the Authority shall have a right to terminate the MSA by giving the Service Provider a final fifteen (15) days' notice in writing and the MSA shall on expiry of the said notice period stand terminated without prejudice to the right of the Authority to forfeit the Performance Security provided for the MSA.

b) If on the other hand, if the Service Provider desires to terminate the Contract for breach by the Authority, the Service Provider shall give a written notice of not less than ninety (90) working days to the Authority of his/her intention to terminate the Contract.

c) During the above notice period, the Service Provider shall continue to operate and maintain the buses on the same terms and conditions without any default whatsoever as defined in the MSA. In this event, the Authority shall have a right to forfeit 75% of the Performance Security. In case, no notice as above is given by the Service Provider or he/she fails to operate and maintain the buses during the notice period, the Authority shall have a right to forfeit the entire Performance Security.

d) In addition to the above, after the termination of MSA, the amount as indicated below + 10% Administrative charges will be recovered from the Bank Guarantee submitted by the Service Provider against the subsidy amount released and from any amount due to the Service Provider from the Authority before returning the balance amount and the Service Provider shall be allowed to remove his entire fleet from the Depot premises except Charging infrastructure and any other equipment in the Depots.

The recovery calculation shall be as below:

$$\frac{\text{amount of subsidy paid to the service provider X no. of months remaining to complete 60 months from COD}}{\text{60 months of the contract}}$$

Plus additional 10% of this amount will be deduction towards administrative charges.

## 23. PERFORMANCE SECURITY

23.1 The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the annual contract value covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period. The Bank Guarantee will be released by the Authority upon expiry of One Hundred and twenty (120) days beyond the date of completion of Services provided rectification of errors if any, found during implementation of the Contract, and satisfactory report by the Authority in this regard is issued. If a successful Bidder fails to submit the Performance Security (as specified above), it shall attract penalty, i.e. forfeiture of Bid Security.

23.2 BMTC will be providing a subsidy of Rs. 15,00,000/- (Indian Rupes fifteen lakh only) per bus to the successful bidder. The BG shall be furnished for an amount equivalent towards subsidy given by BMTC per bus towards Subsidy Performance Security (as and when released by BMTC), valid for a period of **5 (five) years** from the date of submission of BG.

## 24. CONFIDENTIALITY

24.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidder who submitted the Proposals or to other persons not officially concerned with the process, until the Successful Bidder has been notified that it has been awarded the Contract.

## 25. FORFEITURE OF BID SECURITY

25.1 The Bidder, by submitting its Proposals pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's right or remedy here in under or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia the time, cost and effort of the Authority in regard to this RFP including the consideration and evaluation of the Proposal under the following conditions::

a) If the Bidder withdraws its Proposal during the period of its validity as specified in this RFP.

b) In case of the successful Bidder:

i. having been notified of its selection fails or refuses to submit the required Performance Bank Guarantee within the time stipulated in the RFP

ii. if the Bidder fails to sign the MSA within the time stipulated in the RFP.

## SECTION 2A :BID DATA SHEET

## Information to Bidders

<table>
<tr><th>Sl. No.</th><th>Description</th></tr>
<tr><td>1</td><td>
Name of the Authority is:<br>
Bangalore Metropolitan Transport Corporation(BMTC)<br>
Contact Person:<br>
Chief Mechanical Engineer,<br>
BMTC, Central Offices,<br>
Bengaluru<br><br>
Name of Project: “Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height City type 9 mtr Non AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT).
<table>
<tr><td>Start Date for the issue of RFP documents</td><td>For reference, view and download in e-procurement portal of GOK.</td></tr>
<tr><td>Date / Time/Place of the Pre-Bid Conference</td><td>22.02.2024 at 11:00 hrs Mini Meeting Hall, BMTC, Central Offices, Bengaluru.</td></tr>
<tr><td>Last Date & Time for Tender Queries and Clarifications</td><td>21.02.2024 at 17:00 hrs</td></tr>
<tr><td>Last date and time for submission of Proposal through e-portal.</td><td>27.02.2024 at 16:00 hrs</td></tr>
<tr><td>Date /Time/ Place of opening Technical Proposal</td><td>28.02.2024 at 16.05 hrs</td></tr>
<tr><td>Date /Time/ Place of opening Financial Proposal</td><td>29.02.2024 at 11.00 hrs</td></tr>
<tr><td>Contact Person<br>Telephone / Fax /E-Mail</td><td>Chief Mechanical Engineer , BMTC<br>Mobile No. 7760529696<br>Email ID:cme@mybmtc.com</td></tr>
<tr><td>Address for Pre-Bid Conference and any Communication</td><td>Chief Mechanical Engineer<br>Address: BMTC, Central Offices,<br>Shanthinagar,<br>Bengaluru – 560 027.</td></tr>
</table>
</td></tr>
<tr><td>3</td><td>Proposals should be submitted in the following language(s):English</td></tr>
<tr><td>4</td><td>Evaluation of Qualification Proposal<br>i. The bidder should be OEM i.e registered electric bus manufacturer or subsidiary or associate to OEM or parent entity in India and OEM should have manufacturing facility in India. Should submit Copy of Certificate of Incorporation/ Certificate obtained as per the Companies Act and relevant certificates.</td></tr>
</table>

| Sl. No. | Description |
|---|---|
| | 2. Should have manufactured 80% of the tendered quantity i.e., 96 Nos buses of any electric bus model, cumulative in the last three financial years i.e., 2020-21, 2021-22 & 2022-23. Should submit copies of Invoices/Delivery Completion certificates.<br>3. OEM Should have completed testing and certification requirement under Central Motor Vehicle Rules-1989 (CMVR) of at least one (1) Midi or standard electric bus (100% battery operated) from the designated testing center in India i.e., CMVR type approval, homologation certificate. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR along with the bid. The type approval certificate of the offered model to be submitted during proto type bus inspection.<br>4. The bidder should have a Minimum Average Annual Turnover of not less than Rs. 38.39 Crores during the last three (03) preceding financial years i.e., 2020-21, 2021-22 & 2022-23 and shall have positive Net worth for the financial year. Should submit statement from the statutory auditor certifying/specifying net worth & turnover.<br>**Associate (Parent / Subsidiary / Sister Concern) Criteria**<br>In evaluating the Qualifications Criteria of the Bidder herein above, aggregating the financial and technical capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required of the Bidder shall be permitted.<br>For the purpose hereof, the word “Associate” shall mean, in relation to the Bidder, a firm which controls the Bidder (i.e. Parent/Holding Company) or is controlled by the Bidder (i.e. subsidiary), or is under the common control with the Bidder (i.e. sister concern).<br>1. As used here, the expression “control” means, with respect to bidding firm, which is a company,<br>i. the ownership of common shareholders, directly or indirectly (i.e., together with one or more of its subsidiary/Holding companies), of at least 50% of the voting shares/shareholding of the firm in question, OR<br>ii. the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.<br>iii. control of the composition of the board of directors in the case of a company or of the composition of the corresponding governing body in case if any other enterprise so as to obtain economic benefits from its activities excluding consortium.<br>2. As used here, the expression “control” means, with respect to bidding firm, which is a partnership, the rights of common partners to at least 50% of the |

| Sl. No. | Description |
|---|---|
| | profits of the firm in question.<br>3. In case the bidding firm is a Proprietorship, the expression "control" shall mean,<br>i. holding of at least 50% of the voting shares by the Proprietor in the company from which it is taking Associate credit and /or<br>ii. status as a Partner in the Partnership firm from which is taking credit with at least 50% share in the profits of such Partnership firm. (In the event of any confusion or dispute, the provisions of Companies Act 2013, appropriately applied in context, shall prevail)<br><br>Any claims of credit from Associate firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the Associate firm meets the above definition of the Associate firm.<br><br>4.1 **Evaluation Criteria (Price bid):** Lowest offered end rate in Rs. per Kilometer subject to fulfilling of the Pre-qualification criteria. |
| 5 | The validity of the Proposals must remain for a minimum period of one hundred and eighty (180) days after the Proposal Due Date. Any further extensions shall be subject to mutual written approval from the Bidder. |
| 6 | **Submission, Receipt and Opening of Proposals**<br><br>The Bidder should submit their Proposals electronically by downloading the RFP from the portal: www.kppp.karnataka.gov.in<br><br>The electronic submission procedures shall be:<br><br>a. A complete set of bidding documents may also be downloaded from the website "http://kppp.karnataka.gov.in" for reference purpose only. The Bids will be opened online on dd/mm/yyyy.<br><br>b. The Proposal shall be submitted through e-Procurement Portal (http://eproc.karnataka.gov.in). Firms need to register in the e-Procurement portal to submit their Proposal online. The registration can be done in the e-procurement cell as below:<br><br>e-Procurement Cell<br>Centre for e-Governance<br>Room No. 141, Gate No. 2,<br>M S Building,<br>Bengaluru 560 001,<br>Phone : +91 80 2237 1090, 2237 3788.<br>Email Support :hphelpdesk.blr@intarvo.com<br><br>c. Contact Details of e-Procurement Cell: 10:00am to 05:30pm on all working days_<br>Phone Numbers: +91 80 2237 1090, 2234 0060, 2234 0948 |

| Sl. No. | Description |
|---|---|
| | ▪ Bidders Registration :registrar.eproc@karnataka.gov.in<br>▪ EMD/ Bid Security Refunds :refund.eproc@karnataka.gov.in<br>▪ Payments Reconciliation :reconcile.eproc@karnataka.gov.in<br>▪ e-Proc Admin :admin.eproc@karnataka.gov.in<br>▪ DSC Applications :dsc.eproc@karnataka.gov.in<br><br>d. The RFP Document can be viewed free of cost on the e-Procurement Portal.<br><br>e. Qualification and Technical Proposal shall be uploaded. The necessary supporting documents for Qualification Proposal and Technical Proposal shall be scanned and attached in the E-Portal of GoK, Bidder's detailed profile, satisfactory Authority certificate along with the purchase order, completion certificate, financial documents for being carried out similar projects, certificate of Incorporation/Certificate of Registration, etc., shall be scanned and attached along with Technical Proposal.<br><br>f. Financial Proposal details shall be filled and uploaded in the same format provided in E-portal of GOK. Which shall be encrypted using the Digital Signature Certificate of the Bidder. The Bidder mention the End Rate in the appropriate field against each item as prescribed in the Financial Bid Format. The Financial Proposal forms shall not be submitted in hard copy. Only Bids who upload the Financial Bid through e-procurement portal will be considered for evaluation.<br><br>g. Proposals will be treated technically non-responsive if Technical Proposal includes any financial Proposal and/or submission forms.<br><br>h. The details of Guidelines are available in the Website for information on Digital Signature Certificate:<br><br>http://www.mca.gov.in/MinistryV2/digitalsignaturecertificate.html<br><br>i. Bidders shall pay bid processing fee as applicable through any of the 5 options only in the e-portal:<br><br>a) Credit Card<br>b) Direct debit<br>c) National Electronic Fund Transfer (NEFT)<br>d) Over the Counter (OTC) (Axis Bank)<br><br>j. Interested Bidder who wish to participate in this RFP shall pay EMD as Bid security of Bidders shall submit, along with their Proposal, INR 38.39 lakhs (INR Thirty eight lakhs thirteen nine thousand only) shall be submitted in the form of Bank Guarantee online (e- Bank Guarantee), the original Bank Guarantee should be submitted before opening of technical bid.<br><br>k. Further details regarding Payment, please refer to e-Procurement website www.kppp.karnataka.gov.in. |

# SECTION 3 :ANNEXURES

Contents


| | |
|---|---|
| Annexure 1 | Proposal Submission Form |
| Annexure 2 | Details of Bidders |
| Annexure 3 | Format for Power of Attorney for signing of Proposal |
| Annexure 4 | Format for Financial Capability of the Bidder |
| Annexure 5 | Format for affidavit certifying that Bidder is not blacklisted |
| Annexure 6 | Format for Non-Collusion Certificate |
| Annexure 7 | Format of Affidavit |
| Annexure 8 | Integrity Pact |
| Annexure 9 | Operations plan write up |
| Annexure 10 | Format for draft Letter of Acceptance (to be issued by Authority) |
| Annexure 11 | Format of acknowledgement Letter of Acceptance (To be issued submitted by Successful Bidder to Authority) |
| Annexure 12 | Financial Proposal |
| Annexure 13 | Adherence to terms & conditions... Declaration |
| Annexure 14 | Regarding Land Border sharing..... Declaration |
| Annexure 15 | Regarding Land Border sharing Declaration---- Continued |
| Annexure 16 | Adherence to environmental management system |
| Annexure 17 | Environmental Management System |
| Annexure 18 | Earnest Money Deposit Bank Guarantee Form |

# ANNEXURE 1:PROPOSAL SUBMISSION FORM

[Location, Date]

(On Letterhead)

To: (Name of Authority)

Madam/Sir:

Subject: "Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height City type 9 mtr Non Non AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT).

**Proposal Submission Form**

1. We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes the Qualification Proposal, Technical Proposal, and a Financial Proposal through e-procurement only.
2. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
3. We have read the provisions of the RFP Document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. The Bid Security of INR XX,XX,XXX/- (Indian Rupees XXXXXXXXXXXXonly) submitted by us will only refunded after the submission of the requisite Performance Bank Guarantee for "Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height City type 9 mtr Non AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT) for the Authority on our Company being selected."
5. We hereby declare that all the information and statements made in this Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
6. We understand you are not bound to shortlist / accept any proposal you receive.

| | |
|---|---|
| Address of responding Company | |
| Name, Designation and Address of the contact Authorized Person with details of cell nos. | |
| Telephone/Mobile No of Contact Person | |
| E-Mail ID | |

7. We understand you are not bound to accept any Proposal you receive.

   Thanking You

   For <Name of Bidder>

_____
Name of Signatory:
Designation of Signatory
Date
Seal

## ANNEXURE 2:DETAILS OF BIDDERS

Prospective bidders shall submit information in the following format in the uploaded bid

| No | Description | |
|---|---|---|
| 1 | **Details of Bidder** | |
| | a) Name | |
| | (b) Country of incorporation/registration | |
| | (c) Address of the registered office, corporate headquarters, and its branch office/s, if any, in India | |
| | (d) Date of incorporation and/or commencement of business. | |
| | e) Registered private limited company / partnership firm under Companies Act / Partnership Act respectively, or equivalent law in the incorporating country of the firm | *(Proof enclosed: Yes/No)* |
| **2** | **Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project(s).** | |
| **3.** | **Details of individual/s who will serve as the point of contact / communication with BMTC:** | |
| | (a) Name: | |
| | (b) Designation: | |
| | (c) Company: | |
| | (d) Address: | |
| | (e) Telephone Number: | |
| | (f) E-Mail Address: | |
| | (g) Fax Number: | |
| | (h) Mobile Number: | |
| **4.** | **Name, Designation, Address and Phone Numbers of Authorized Signatory of the Bidder:** | |
| | (a) Name: | |
| | (b) Designation: | |
| | (c) Company: | |
| | (d) Address: | |
| | (e) Telephone Number: | |
| | (f) E-Mail Address: | |
| | (g) Fax Number: | |
| | (h) Mobile Number: | |

# ANNEXURE 3: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

*(On Non – judicial stamp paper of Rs.200/- or such equivalent amount and document duly attested by notary public)*

**Power of Attorney**

Know all men by these presents, we ..... (name of the Bidder and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. ..... ..... (name and residential address) who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "attorney"), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal for "Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height City type 9 mtr Non AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT)", including signing and submission of the Proposal and all accompanying documents, attending the pre-bid meeting, providing information/responses to [Name of Authority], representing us in all matters before [Name of Authority], if selected, undertaking negotiations with [Name of Authority] prior to the execution of the Contract and generally dealing with [Name of Authority] in all matters in connection with our Proposal.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....

(Signature)

(Name, Title and Address)

Accepted

.....(Signature)

(Name, Title and Address of the Attorney)

- The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- In case the Proposal is signed by an authorized director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the power of attorney.
- For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.

# ANNEXURE 4: FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER

(On the letter head of the statutory auditor)

| **Bidder*** | **Turnover** | | | | |
|---|---|---|---|---|---|
| | **Year 1 (As on -------)** | **Year 1 (From ---- to ----)** | **Year 2 (From ---- to -----)** | **Year 3 (From ---- to -----)** | **Total** |
| Bidder | | | | | |

The Bidder should provide the financial capability based on its own financial statements. financial capability of the Bidder's parent company or its subsidiary or any associate company will be considered for computation of the financial capability of the Bidder.

| **Bidder*** | **Net Worth** | | | | |
|---|---|---|---|---|---|
| | **Year 1 (As on -------)** | **Year 1 (From ---- to ----)** | **Year 2 (From ---- to -----)** | **Year 3 (From ---- to -----)** | **Total** |
| Bidder | | | | | |

The Bidder should provide the financial capability based on its own financial statements. financial capability of the Bidder's parent company or its subsidiary or any associate company will be considered for computation of the financial capability of the Bidder.

General Instructions:

1. Net Cash Accruals = (Profit After Tax + Depreciation + Non cash Expenses)
2. Net Worth = (Subscribed and Paid-up equity + Reserves + Share Allotment Money Already Received + Preference Shares (including Redeemable) + Convertible Debentures but excluding Warrants - (Revaluation reserves + Miscellaneous expenditure not written off)
3. Bidders are required to enclose supporting documents (Work Order/ Contract/ CA Certificate/ SA Certificate) for evaluation of Technical Proposal.
4. The financial year would be the same as followed by the Bidder for its annual report. Say, Year 1 is the financial year 2017-18, then Year 2 shall be the year immediately preceding Year 1.
5. The Bidder shall provide complete set of the audited annual financial statements complete with schedules, notes to accounts, auditor’s report. Failure to do so would be considered as a non-responsive Proposal.
6. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.
7. Financial statements comprising balance sheet complete with all schedules, profit and loss statement (income statement) complete with all schedules, notes to accounts, cash flow statement, auditor’s report shall be submitted to support the financial capability statement. Only audited financial statement shall be submitted and used for the purpose of evaluation.
8. In case the Bidder’s registered office is located in a country where the accounting standards necessarily require consolidation of financial statements of the subsidiary

companies for the purpose of conducting audit by the statutory auditor's, in such cases consolidated audited financial statement shall be accepted.

9. In case of Individuals: Net worth of Individuals shall be equal to net wealth which is the aggregate value, computed under Wealth Tax Act, 1957. A copy of Wealth Tax Return filed for the assessment year any other document approved by the Income Tax department shall be submitted as proof.

## ANNEXURE 5: FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER IS NOT BLACKLISTED

*(On Letter Head)*

I M/s. ..... , (the name of the Bidder and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/chief executive officer/ directors/managers are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our Proposal for the "Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height City type 9 mtr Non AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT)", would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the term of the Contract.

Dated this ..... Day of ....., 201....

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note: For an affidavit executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the affidavit is being issued. However, the affidavit provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.

# ANNEXURE 6: FORMAT OF NON-COLLUSION CERTIFICATE

Non -Collusion Certificate

(on the Letter Head of Bidder)

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this .....Day of ....., 20...

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

# ANNEXURE 7: FORMAT OF AFFIDAVIT

(On a Stamp Paper of relevant value by Bidder)

I, _____son of _____ resident of _____ having been duly authorized on behalf of the Bidder, do hereby solemnly affirm and declare as under:

That whereas, I have submitted a proposal for "Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height City type 9 mtr Non AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT)" (the "Project"). Now, therefore, I, the undersigned, do hereby certify that all the information supplied as accurate, true and correct.

The undersigned also authorize(s) and request(s) any bank, person or firm to furnish any information requested by the Authority to verify any pertinent information deemed necessary and for otherwise inquiring about our reputation.

The undersigned also understands and agrees to supply any further information as may be required by Authority.

The undersigned also understands that furnishing of false information could result in disqualification of his company for the Project, and if so awarded, Authority shall withdraw the LOA or terminate the Concession Agreement, as the case may be, without being liability in any manner.

Dated this .....Day of ....., 20..

.....Name of the Bidder

.....Signature of the Authorised Person

.....Name of the Authorised Person

# ANNEXURE 8: INTEGRITY PACT

**INTEGRITY PACT**

This Pact made this_____ day of_____ between BMTC, having its office at _____, _____, be deemed to include its officers, and shall also include its successors and assigns) of the one part

AND

_____ represented by_____ of the other part, hereinafter called the "Bidder/Contractor "(which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor) WHEREAS the BMTC intends to award, under laid down organizational procedures, tender/ contract for_____. The _____, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the BMTC is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the BMTC hereby adopts the instrument developed by the renowned international nongovernmental organization "Transparency International" (TI) headquartered in Berlin (Germany). The BMTC will appoint an Independent External Monitors (IE) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the BMTC for_____. In response to the NIT (Notice Inviting Tender) dated _____Contractor is signing the contract for execution of_____.

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to Enabling the BMTC to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BMTC to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BMTC will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the BMTC;**

1.1 The BMTC undertakes that no official of the BMTC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

**1.2** The BMTC will, during the pre contact stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any

particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

**1.3** All the officials of the BMTC will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

**2.** In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BMTC with full and verifiable facts and the same is prima facie found to be correct by the BMTC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BMTC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BMTC the proceedings under the contract would not be stalled.

**3. Commitments of Bidders/Contractor.**

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any precontract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMTC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 (i) The Bidder/Contactor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any

official of the BMTC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the BMTC for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BMTC.

3.2 (ii) The Bidder /Contactor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.

3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4 The Bidder/Contactor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The Bidder/Contractor further confirms and declares to the BMTC that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BMTC or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any

amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BMTC or their family members, agents, brokers or any other intermediaries about the contract and the details of services agreed upon for such payments.

3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BMTC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertake to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder/Contractor will inform to the Independent External Monitors. i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any payment to any BMTC's associate(s)

3.11 The Bidder/Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.12 The Bidder/Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the BMTC, or alternatively, if any relative of an officer of the BMTC has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BMTC

3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the BMTC is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

**4. Previous Transgression**

4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public-Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.

4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.

4.3 That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor(s) and associate(s) whose value of the work contribution exceeds RsXXXcrore.(Rupees XXXXXXXXcrore) and to submit the same to the BMTC along-with the tender document/ contract before contract signing.

4.4 That Sub-Contractor(s)/ associate(s) engaged by the Contractor, with the approval of the BMTC after signing of the contract, and whose value of the work contribution exceeds RsXXCrs. (Rupees XXXXXXXXXXXXXcrore) will be required to sign this Pact by the Contractor, and the same will be submitted to the BMTC before doing/ performing any act/ function by such subcontractor(s)/ associate(s) in relation to the contract/ work.

4.5 That the BMTC will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.

4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. BMTC will terminate the contract and initiate appropriate action against such Contractor(s).

5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond. While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER etc. I/C WARRANTY PERIOD, PG/BOND, VALIDITY etc., which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.

**6. Sanctions for Violations/Disqualification from tender process and exclusion from future Contacts**.

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BMTC to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iii) If the BMTC has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the BMTC is entitled to forfeit the earnest money deposited /Bid Security.

(iv) To recover all sums already paid by the BMTC, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BMTC in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BMTC resulting from such cancellation/rescission and the BMTC shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the BMTC

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In case where irrevocable Letters of Credit have been received in respect of any contact signed by the BMTC with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Security and Subsidy Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) That if the BMTC have terminated the contract under section 2 or 3 or 4 or if the BMTC is entitled to terminate the contract under section 2 or 3 or 4, the BMTC shall be entitled to demand and recover from the contractor damages equivalent to 5% of the annual contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.

(xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the BMTC that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the BMTC.

6.2 The BMTC will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 That if the Bidder/Contractor applies to the BMTC for premature revocation of the debarment and proves to the satisfaction of the BMTC that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the BMTC may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

6.4 That a transgression is considered to have occurred if the BMTC is fully satisfied with the available documents and evidence submitted along with Independent External Monitor’s recommendations/suggestions that no reasonable doubt is possible in the matter.

6.5 The decision of the BMTC to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

**7. Allegations against Bidders/Contractors/ Subcontractors/ Associates:**

That if the BMTC receives any information of conduct of a Bidder/ Contractor or Sub-Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the BMTC has substantive suspicion in this regard, the BMTC will inform the Vigilance Department for appropriate action.

**8. Independent External Monitors (s),**

8.1 That the BMTC has appointed competent and credible Independent External Monitors (s) for this Pact.

8.2 The task of the Independent External Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or BMTC.

8.3 That the Independent External Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the BMTC.

8.4 That the Bidder / Contractor accepts that the Independent External Monitor has the right to access without restriction to all project documentation of the BMTC including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Independent External Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Independent External Monitor is under obligation to treat the information and documents of the BMTC and Bidder/ Contractor / Sub- Contractors/ Associates with confidentiality.

8.5 That as soon as the Independent External Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the BMTC and request the management to discontinue or heal the violation, or to take other relevant action. The Independent External Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Independent External Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 That the BMTC will provide to the Independent External Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the BMTC and the Contractor / Bidder. The parties offer to the Independent External Monitor the option to participate in such meetings.

8.7 That the Independent External Monitor will submit a written report to the Chairperson of the Board of the BMTC within 2 weeks from the date of reference or intimation to him by the BMTC and, should the occasion arise, submit proposals for correcting problematic situations.

8.8 That if the Independent External Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Independent External Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The word ‘Independent External Monitor’ would include singular and plural.

**9. Facilitation of Investigation.**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BMTC or its agencies shall entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

**10. Law and Place of Jurisdiction.**

That this Pact is subject to Indian Law. The place of performance and jurisdiction shall lie within the jurisdiction of Bengaluru Civil Courts only.

**11. Other Legal Actions**

11.1 That the changes and supplements as well as termination notices need to be made in writing.

**12. Pact duration (Validity)**

12.1 That this Pact comes into force when both the parties have signed it. It expires for the Developer 12 months after the initial/extended term. It expires for the Contractor/Sub-Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.

12.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the BMTC.

12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of brides and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at _____ on _____

| | |
|---|---|
| Buyer | BIDDER |
| Name of the Officer | CHIEF EXECUTIVE OFFICER |
| Designation | |
| Department | |
| Witness | Witness |
| 1. | 1. |
| 2. | 2. |

# ANNEXURE 9: OPERATIONS PLAN WRITE UP

Bidder shall provide information on the following:

| S.No. | Description |
|---|---|
| ***A.*** | ***Operations Planning and Methodology*** |
| A1. | Operational Philosophy |
| A2. | MIS Plans |
| A3. | Drivers Recruitment and Retention Plan |
| A4. | Charging plan and duration of charging depot wise |
| ***B.*** | ***Manpower Planning*** |
| B1. | Management Team |
| B2. | Operations Team |
| B3. | Maintenance Team |
| ***C.*** | ***Investment Planning*** |
| C1. | Potential sources of funds |
| C2. | Financial structure |
| ***D.*** | ***Maintenance Planning*** |
| D1. | Preventive Maintenance Plans |
| D2. | Regular Capital Investment Planning |
| ***E.*** | ***Induction Planning*** |
| E1. | Planning for introduction of buses |
| E2. | Bus Procurement Plan |
| ***F*** | ***Operations Control Planning*** |
| F1. | Efficiency: Management of time controls for efficient operations |
| F2. | Quality Control: Management of maintenance, cleaning etc for providing quality services |

The Operational Plan write-up should not be more than 50 pages

# ANNEXURE 10: FORMAT FOR DRAFT LETTER OF ACCEPTANCE

(TO BE ISSUED BY AUTHORITY)

No._____

Date:

To,

Authorized Signatory of the Successful Bidder

Dear Mr. _____,

Subject: Letter of Acceptance for "Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height City type 9 mtr Non AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT)".

1. This is in reference to the Proposal submitted by _____ {Name of Successful Bidder} ("SB") by the Proposal Due Date (_____) in response to the Request and Proposal ("RFP") Document (along with the amendments made thereafter) released by BMTC on ____ {date of release of RFP Document}.

2. The aforesaid Proposal was considered and evaluated by the bid evaluation committee constituted by BMTC for this purpose.

3. Further, subsequent discussions were held with you on _____, and the summary of such discussions is set out in the enclosed Enclosure/s. {To be inserted where such discussions have been held}

4. BMTC, is now pleased to inform that SB has been selected as the Successful Bidder for "Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height City type 9 mtr Non AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT)".

5. This letter is intended to convey BMTC's acceptance, subject to the terms & conditions specified in the RFP Document issued to your company and conditions set out in the Concession Agreement to be executed within one (1) week from the date of this letter, of the Proposal submitted by SB, wherein SB has quoted an 'Total Cost' of Rs _____ (Rupees _____)

6. As a token of your acknowledgment of this letter, you are hereby requested to return a copy of the same to us, duly signed by the authorized signatory, within seven (7) days from the date of this letter.

Kindly note that this communication by itself does not create any rights or contractual relationship with BMTC. Any such right or relationship shall come into effect upon complying with conditions set out in para 7 and the execution of Concession Agreement.

Yours truly,

[Authorized Signatory]

[BMTC]

## ANNEXURE 11:FORMAT OF ACKNOWLEDGEMENT LETTER OF ACCEPTANCE

(TO BE ISSUED SUBMITTED BY SUCCESSFUL BIDDER TO AUTHORITY)

Date: (Within Seven (7) days of date of LOA)

To

[Authorized Officer]

[BMTC]

Subject: Acknowledgement of Letter of Acceptance – "Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height City type 9 mtr Non AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT)".

We are pleased to acknowledge the Letter of Acceptance issued by BMTC vide their letter ref…… dated…… for the *Procurement, Operations and Maintenances of Electric Bus on Gross Cost Contract (GCC) Model* We have reviewed the aforesaid Letter of Acceptance and are enclosing herewith a copy of the Letter of Acceptance duly acknowledged in acceptance of the conditions and undertake to comply with the following within four (4) week of the date of the LOA:

1. Execute the Concession Agreement

2. Furnish a Performance Security to the amount of INR _____/- per bus for the period of the contract plus ninety (90) days of the 'Total Cost' quoted by the successful bidder and in terms of the draft Master Service Agreement;

……

Name of Successful Bidder/Lead Member

……

Signature of the Authorized Person

……

Name of the Authorized Person

Note:

- On the Letterhead of the Bidder

## ANNEXURE 12: FINANCIAL PROPOSAL

## Draft (to be uploaded only in eportal)

The bidder shall indicate the rate per kilometre in the eportal separately in the below mentioned format

| S.No. | Description | Cost per kilometer |
|---|---|---|
| 1. | Rate per kilometre for 9 mtr Non AC 900mm floor height bus including electricity charges | To be uploaded only in eportal |

## To be scanned and uploaded along with technical bid (for reference only)

| S.No. | Description | Cost per unit |
|---|---|---|
| 1. | Cost of 9 mtr Non AC, 900mm floor height bus | |
| 2. | Cost of battery (per bus) | |
| 3. | Cost of one charger | |
| 4. | Cost of electric infrastructure (per depot) | |

## ANNEXURE-13 ADHERENCE TO TERMS AND CONDITIONS

**DECLARATION**

**(to be furnished on a Government Stamp Paper of Rs.20/-)**

**Sub:** _____

**Ref:** Tender No: _____ Dt. / /2024

******

1) We declare that, we have not been blacklisted/barred from participating in the tender(s) by any of the Government Organization/Public Sector undertaking for breach of contract during last four years. Further we have not been declared ineligible for corrupt and fraudulent practices issued by any of the State Government/Government of India/Union Territory.

2) We hereby declare that, all the particulars furnished by us in this tender are true to the best of our knowledge and we accept that, if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also liable for any penal action that may arise due to the above.

3) The rates quoted in the e-procurement portal are final and we agree to hold the same till the completion of the supply of complete order quantity.

4) We agree to furnish Security Deposit as per terms and conditions within 21 days from the date of issue of Letter of Acceptance. We agree to extend the validity of the Bank Guarantee/Security deposit unconditionally incase needed as per the requirement of BMTC.

5) We agree to abide by the payment clause i.e. 100% payment within 30 working days from the date of supply and acceptance of vehicles by BMTC subject to submission of security deposit. We are aware that the security deposit will be refunded/returned only after complete settlement of all claims.

6) We undertake to fulfill all the statutory requirements.

7) We undertake to supply the ordered quantity as per the mutually agreed delivery schedule.

8) We are aware of the fact that, any conditional offer/counter conditions (Technical or Financial bid) shall lead to rejection of our tender.

9) We undertake to abide by all the terms and conditions of tender, in case of violation of any of the Terms and conditions of the tender, we understand that, we are liable to be barred by BMTC for participating in future two tenders.

Signature of the Authorised Signatory.

Name:

Designation:

Mobile No:

E-mail ID:

Date:

Seal of the company.

## ANNEXURE-14 REGARDING LAND BORDER SHARING DECLARATION

**(Restrictions on public procurements from bidders of such country/countries which shares a Land Border with India)**

**Sub:** _____.

**Ref:** Tender No: _____ Dt. / /2024

******

In addition to the prequalification criteria, evaluation criteria and other terms & conditions specified in Annexure-B and Annexure-B-1, the following Eligibility Clauses and Sub Contract Clauses have been incorporated in the tender as per the GoI Letter No. F.No. 6/18/2019 -PPD dtd: 23.07.2020, Orders (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020, Orders of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated: 25.08.2020, GoI OM vide No. F.No. 18/37/2020-PPD dtd: 08.02.2021 and O.M No. F.12/1/2021 – PPD)Pt), dated: 02-03-2021 and GoK circular vide No. FD 455 Exp-12/2020 Bengaluru Dtd: 25-08-2020, FD 455 Exp-12/2020 Bengaluru Dtd: 10.03.2021 and FD 455 Exp-12/2020 Bengaluru Dtd: 29.03.2021.

| **Sl. No.** | **Clauses** |
|---|---|
| 1 | Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. |
| 1.1 | "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process. |
| 1.2 | "Bidder from a country which shares a land border with India" for the purpose of this Order means: - An entity incorporated, established or registered in such a country; or |
| | a. A subsidiary of an entity incorporated, established or registered in such a country; or |
| | b. An entity substantially controlled through entities incorporated, established or registered in such a country; or |
| | c. An entity whose beneficial owner is situated in such a country; or |
| | d. An Indian (or other) agent of such an entity; or |

| | |
|---|---|
| | e. A natural person who is a citizen of such a country; or |
| 1.3 | The beneficial owner for the purpose of above clause will be as under:<br><br>(I) **IN CASE OF A COMPANY OR LIMITED LIABILITY PARTNERSHIP, THE BENEFICIAL OWNER IS THE NATURAL PERSON(S), WHO, WHETHER ACTING ALONE OR TOGETHER, OR THROUGH ONE OR MORE JURIDICAL PERSON, HAS A CONTROLLING OWNERSHIP INTEREST OR WHO EXERCISES CONTROL THROUGH OTHER MEANS.**<br><br>Explanation –<br><br>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;<br>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; |
| | (II) **IN CASE OF A PARTNERSHIP FIRM, THE BENEFICIAL OWNER IS THE NATURAL PERSON(S) WHO, WHETHER ACTING ALONE OR TOGETHER, OR THROUGH ONE OR MORE JURIDICAL PERSON, HAS OWNERSHIP OF ENTITLEMENT TO MORE THAN FIFTEEN PERCENT OF CAPITAL OR PROFITS OF THE PARTNERSHIP;** |
| | (III) **IN CASE OF AN UNINCORPORATED ASSOCIATION OR BODY OF INDIVIDUALS, THE BENEFICIAL OWNER IS THE NATURAL PERSON(S), WHO, WHETHER ACTING ALONE OR TOGETHER, OR THROUGH ONE OR MORE JURIDICAL PERSON, HAS OWNERSHIP OF OR ENTITLEMENT TO MORE THAN FIFTEEN PERCENT OF THE PROPERTY OR CAPITAL OR PROFITS OF SUCH ASSOCIATION OR BODY OF INDIVIDUALS;** |
| | (IV) **WHERE NO NATURAL PERSON IS IDENTIFIED UNDER (I) OR (II) OR (III) ABOVE, THE BENEFICIAL OWNER IS THE RELEVANT NATURAL PERSON WHO HOLDS THE POSITION OF SENIOR MANAGING OFFICIAL;** |
| | (V) **IN CASE OF A TRUST, THE IDENTIFICATION OF BENEFICIAL OWNER(S) SHALL INCLUDE IDENTIFICATION OF THE AUTHOR OF THE TRUST, THE TRUSTEE, THE BENEFICIARIES WITH FIFTEEN PERCENT OR MORE INTEREST IN THE TRUST AND ANY OTHER NATURAL PERSON EXERCISING ULTIMATE EFFECTIVE CONTROL OVER THE TRUST THROUGH A CHAIN OF CONTROL OR OWNERSHIP.** |
| 1.4 | An Agent is a person employed to do any act for another, or to represent another in dealings with third person. |
| 1.5 | A certificate for having read the above clauses is required to be submitted/ and uploaded by the tenderer separately as per format at Declaration – II (to be downloaded and uploaded to the e-procurement portal duly signed and attached to hard copies of the tender documents. |
| 1.6 | In case of Work contract including turnkey contract.<br><br>The successful bidder will not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration to be submitted during submission of tender as per Declaration – II. |
| 1.7 | (i) A bidder is permitted to procure raw material, components, subassemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".<br>(ii) However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent |

| | |
|---|---|
| | Authority.<br>(iii) **Procurement of Spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC) including consumables for closed systems, from original equipment Manufacturers (OEMs) or their Authorized agents, shall be exempted from the requirement of registration.** |

In this regard, the bidders are requested to download the Declaration-II (Compliance Certificate regarding restrictions on public procurements from bidders of countries which shares a Land Border with India) and to be uploaded to e-procurement portal duly sealed and signed and also, the same to be attached along with hard copies of the tender documents.

## ANNEXURE-15 REGARDING LAND BORDER SHARING DECLARATION…CONTINUED

**DECLARATION**

**Compliance Certificate regarding restrictions on public procurements from bidders of countries which shares a Land Border with India**

**(to be furnished on a Government Stamp Paper of Rs. 20/-)**

The Chief Mechanical Engineer,

BMTC, Central Offices, K.H. Road,

Bengaluru-560 027

Sir,

**Sub:** "Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height City type 9 mtr Non AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT).

**Ref:** Tender No: _____Dated: / /2024

*****

We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India (GoI Letter No. F.No. 6/18/2019 -PPD dtd: 23.07.2020 Order (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020, Orders of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated:25.08.2020, GoI OM vide No. F.No. 18/37/2020-PPD dtd: 08.02.2021 and GoK

circular vide No. FD 455 Exp-12/2020 Bengaluru Dtd: 10.03.2021and FD 455 Exp-12/2020 Bengaluru Dtd: 29.03.2021.

i. I/ We certify that, we are not from such a country which shares a land border with India and we are eligible to be considered.

Or

I/ We declare that, we are from such a country or countries which shares a land border with India and we have been registered with the Competent Authority and certify that, we fulfill all requirements in this regard and are eligible to be considered. A copy of the valid registration by the Competent Authority is enclosed along with this declaration for Evidence.

ii. We declare that, we will not sub-contract any work to a contractor from such country or countries which shares a land border with India unless such contractor is registered with the Competent Authority in case the work order is released on us. We fulfill all requirements in this regard and is eligible to be considered. (A copy of the valid registration issued by the Competent Authority to be enclosed if applicable)

iii. We declare that, we will not supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India unless such vendor is registered with the Competent Authority.

iv. We aware of the fact that, if the information provided by us in this certificate/ declaration is found to be false at any stage, this would be a ground for immediate termination of order/ contract/ LoI and further legal action against us in accordance with law.

v. We are aware that, such registration with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of bids.

**Signature of the Authorized Signatory.**

**Name:**

**Designation:**

**Mobile No:**

**E-Mail ID:**

**Date:**

**Seal of the Company**

## ANNEXURE-16 ADHERENCE TO ENVIRONMENTAL MANAGEMENT SYSTEM

**Environmental Management System**

**Check list**

**Name of the Tenderer**

**Sub: :** "Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height City type 9 mtr Non AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT)".

**Ref:** Tender No: _____ Dated: / /2024

| Sl. No | Points to be checked | Status (Yes or No) | Remarks | Hints/Suggestions |
|---|---|---|---|---|
| 1 | Do you have processes that have significant impact on environment? List them in the remarks column | | | 1. Heat treatment<br>2. Surface derangement.<br>3. Foundry |

| | | | | |
|---|---|---|---|---|
| 2 | Do you use hazardous chemicals/ materials? List them in the remarks column | | | Chemical/listed /falling under the criteria given in the hazardous chemicals Rules-1989 |
| 3 | Leakage/spillage of oils and chemicals in the work environment. | | | Good housekeeping ensures minimum impact on the environment |
| 4 | Have you obtained consent from statutory authorities? | | | Consent under the Water& Air Acts & authorization under the hazardous wastes Rules(if applicable)from the pollution control board |
| 5 | Have you introduced air pollution control measures? List them in the remarks column | | | Air pollution control measure(if required) like dust collector, scrubbers etc., |
| 6 | Are Hazardous wastes generated from the process? | | | Hazardous wastes listed in the schedules of Hazardous wastes Rules-1989 |
| 7 | Do you facility for the storage/disposal of Hazardous wastes? | | | Hazardous wastes like effluent treatment sludge, sludge from plating baths, spent oils, solvents etc. |
| 8 | Do you have any | | | |
| a | Plans to reduce the waste generated | | | Reduce, Recycle and Reuse |
| b | Noise level control measures | | | Acoustic enclosures |
| c | Plans to conserve natural resources | | | Water and energy conservation measures |
| d | Emergency preparedness and response plan | | | Emergency preparedness in case of fire, accidents etc., |
| 9 | Are employees regularly kept informed and trained in environmental protection issues. | | | Awareness programmes |

**Tenderer seal and signature.**

## ANNEXURE-17 ENVIRONMENTAL MANAGEMENT SYSTEM

To,

Dear Sir,

Sub: Environmental management system

Environmental protection is one of the basic corporate principles at BMTC .We are striving to minimize the negative impacts of our activities on the environment to preserve vital resources through conservation measures. The efforts associated with these objectives do not end our premises .Effective environmental protection can only be ensured in co operation with you and your subcontractors. Hence we would like to

ask you to participate actively on our efforts in the direction by ensuring the following in your activities.

1. All preferred suppliers be certified for ISO 14001:2004 and essential suppliers should established the evidence of meeting the requirement of IS014001:2004 through customer /third party assessment /audit by BMTC.
2. Implementation of green procurement to minimized global environment impacts through purchase of goods, which are environmental friendly.
3. The usage of material cadmium ,mercury. lead and **hexavalent** chromium is restricted.
4. Adherence to all relevant provisions under the environment protection laws.
5. Conservation of vital resources.
6. Reduction /Elimination in th use of hazardous substances in the manufacturing activity.
7. Reduction in generation of hazardous and non hazardous wastes from the manufacturing activity.
8. Best management practices –As per Annexure-1

In case of any clarification, please contact the company MR/PUR/.Dept pleas confirm whether you have already implemented these steps, or provide the feedback on planned implementation schedule.

Thanking you very much for your support.

Yo

urs faithfully.

Annexure-1

Best Management Practices Eco Friendly Occupational Health & Safety:

- Conservation Electrical energy.
- Switch off the machine or process consuming power during non opration hours.
- Reuse the treated water for gardening.
- Treat the used coolant & separate water soluble oil before its disposal.
- Obtain material safety data sheet from the chemical supplier, which provides information such as the chemical composition, hazard identification, first aid

measures ,fire fighting measure. Accident releasing measures, Handling & storage, Exposure controls /Personnel protection, physical &chemical properties, stability and relatively data, ecological information ,disposal consideration. Transport information etc.

- Segregate the waste at source of generation, collect & store separately.
- Plant saplings & develop landscaping within the premises.
- Harvest solar energy for hot water application.
- Harvest the rainwater recharge the ground eater into the open well/ tube well.
- Store flammable substances away from source of heat ,sparks or flams.
- Store gas cylinders in vertical position and chained its falling.
- Ensure the cylinder valve is protected with safety cap.
- Re-Use one side used paper.
- Prevent oil spillage on floor.
- Optimize the consumption of oil, fix the frequency of replacement base on quality checks.
- Identify the safe assembly place, escape routes /emergency exit.
- Identify the place for everything & everything in its place.
- Identify the separate path for walkway & material movement.
- Chlorinate your drinking water.
- Identify the place for the raw material finished products.
- Maintain the good housekeeping.
- Display work instructions & conduct training to the employees.
- Provide personal protective equipment to the employees, earplug/mufflers for noise area, respirator for furores, dust mask, gloves, goggles & safety shoes.

## SECTION XVIII: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Whereas .....1 (hereinafter called “the Tenderer”) has submitted its tender dated ..... (date of submission of tender) for the supply of ..... (name and/or description of the goods) (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that WE ..... (name of bank) of ..... (name of country), having our registered office at ..... (address of bank) (hereinafter called "the Bank"), are bound unto ..... (name of Purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20___.

THE CONDITIONS of this obligation are:

1. If the Tenderer

(a) withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or
(b) does not accept the correction of errors in accordance with the ITB; or

2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity:

(a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Tenderers;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including one hundred eighty (180) days after the last date of the tender submission, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the  Bank)

Name of the tenderer

**Chief Mechanical Engineer**